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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

HAKAN YUCESOIY and ABDI  
MAHAMMED, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC., RYAN  
GRAVES, and TRAVIS KALANICK,

Defendants.

Case No. CV 15-0262 EMC

**ADMINISTRATIVE MOTION TO FILE  
SUPPLEMENTAL ARGUMENT AND  
DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANTS' MOTION TO COMPEL  
ARBITRATION**

Date: August 6, 2015

Time: 1:30 pm

Place: Courtroom 5

Judge: Hon. Edward M. Chen

1 Pursuant to Local Rule 7-11 and 7-3(d), Plaintiffs hereby move this Court for an Order  
2 permitting them to supplement their Opposition to Defendants' Motion to Compel Arbitration  
3 (Doc. 72), with the brief supplemental argument below and the declaration attached here as  
4 Exhibit 1. Defendants have stipulated to this filing, provided they are granted a brief extension  
5 on their Reply brief to July 8, 2015. See Doc. 75.

6 In support of this Motion, Plaintiffs state that they have become aware of a discrepancy  
7 between Defendants' evidence, based upon which they have asserted that Plaintiff Hakan  
8 Yucesoy agreed to Uber's Licensing Agreement on September 17, 2013, see Doc. 63 at ¶ 15, and  
9 the information supplied by Plaintiff Hakan Yucesoy. After further discussions with their client,  
10 Plaintiffs' counsel now seek leave to supplement their earlier Opposition to Defendants' Motion  
11 to Compel Arbitration with the attached Second Supplemental Declaration of Hakan Yucesoy  
12 (attached as Exhibit 1), in an effort to further clarify Plaintiffs' position – namely, that Hakan  
13 Yucesoy stopped driving UberBlack around June 2013 and did not actually accept Uber's  
14 licensing agreement in September 2013 as Defendants have argued.

15 In support of their Motion, Plaintiffs' counsel submit that they have acted diligently in  
16 conferring with their client and obtaining this declaration while their client is overseas.  
17 Furthermore, the parties have agreed that Defendants could have until July 8, 2015, to file their  
18 reply memorandum in support of their motion to compel arbitration. Thus, neither the Court nor  
19 Defendants will be prejudiced by the admission of this evidence, which only provides further  
20 clarification of what Plaintiffs have already set forth in their Opposition to Defendants' Motion.  
21 See Doc. 72.

### 22 **SUPPLEMENTAL ARGUMENT**

23 Should the Court permit it, Plaintiffs hereby submit this Supplement to their Opposition  
24 to Defendants' Motion to Compel Arbitration (Doc. 72). In their Motion to Compel Arbitration,  
25 Defendants contend that Plaintiff Hakan Yucesoy drove for UberBlack until October 2013 and  
26

1 that he accepted Uber's 2013 Licensing Agreement on September 17, 2013. See Doc. 63 at ¶15,  
2 19. However, Plaintiff Yucesoy was not in the United States and was no longer driving for Uber  
3 at that time. Indeed, he stopped driving in early June 2013, at which time he purchased a ticket  
4 to Turkey and left the country. He did not return until early December 2013. See Ex. 1  
5 (Supplemental Declaration of Hakan Yucesoy) at ¶ 5; Ex. A. Mr. Yucesoy has now submitted a  
6 copy of his travel itinerary and passport stamps, demonstrating that he was out of the country  
7 from June to December 2013. See Ex. A to Supplemental Yucesoy Decl. After he returned, he  
8 commenced driving for UberX, beginning in January 2014. See Ex. 1 (Supplemental Declaration  
9 of Hakan Yucesoy) at ¶ 2;

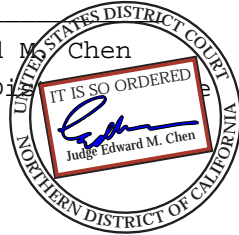
10 Thus, in addition to all the arguments in their original Opposition, Plaintiffs further  
11 oppose Defendants' motion to compel arbitration based on the fact that Plaintiff Yucesoy never  
12 actually accepted Uber's Licensing Agreement containing the arbitration clause and was not  
13 even in the country, or driving for Uber, at the time that Uber asserts he accepted the agreement.  
14 As such, there was never a valid agreement for him to arbitrate his claims. Plaintiffs further note  
15 that Uber's means of distributing its Licensing Agreement electronically and of not requiring a  
16 signature or other verification as to who accepted it (or whether the Terms and Conditions were  
17 viewed by the driver allegedly bound by the agreement) leaves it open to situations such as this,  
18 in which a genuine dispute may exist as to whether a given driver ever actually assented to the  
19 agreement, or whether someone else assented on the driver's behalf while hacking or utilizing a  
20 driver's account without permission. Defendants bear the burden of establishing that a valid  
21 agreement to arbitrate exists, InterGen N.V. v. Grina, 344 F.3d 134, 142 (1st Cir.2003), and they  
22 have failed to do so here. As such, their Motion to Compel Arbitration must be denied.

Respectfully submitted,

HAKAN YUCESoy and ABDI MAHAMMED,  
individually and on behalf of all others similarly  
situated,

IT IS SO ORDERED:

Edward M. Chen  
U.S. District Judge



By their attorneys,

/s/ Shannon Liss-Riordan

Shannon Liss-Riordan, *pro hac vice*  
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Dated: June 30, 2015

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served by electronic filing on  
June 30, 2015, on all counsel of record.

/s/ Shannon Liss-Riordan

Shannon Liss-Riordan, Esq.

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UBER TECHNOLOGIES, INC., RYAN  
GRAVES, and TRAVIS KALANICK,

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Case No. CV 15-0262 EMC

**SECOND SUPPLEMENTAL  
DECLARATION OF HAKAN YUCESOI IN  
SUPPORT OF PLAINTIFFS' OPPOSITION  
TO DEFENDANTS' MOTION TO  
COMPEL ARBITRATION**

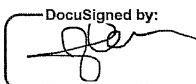
Date: August 6, 2015  
Time: 1:30 pm  
Place: Courtroom 5  
Judge: Hon. Edward M. Chen

I, Hakan Yucesoy, hereby declare:

1. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.
2. I used to drive for Uber and am one of the named lead plaintiffs in this class action. I first started driving UberBlack in Boston in March 2013 until approximately June 2013. I later returned to Boston and began driving UberX in late January 2014 until I was deactivated by Uber around the early summer of 2014.
3. I do not believe I ever accepted a Licensing Agreement with Uber containing an arbitration clause. I understand Uber distributed this clause to its drivers around the time I stopped driving for UberBlack in June 2013.
4. I understand that Uber is claiming I agreed to a Licensing Agreement containing an arbitration clause in September 2013. However, I know I did not accept a Licensing Agreement with Uber in September 2013.
5. The reason I know this is because I was out of the country in September 2013 and was not driving for Uber at that time.
6. Attached here as Exhibit A is a copy of pages from my passport, showing that I was not in the United States in September 2013.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 29, 2015, at Antalya, Turkey.

DocuSigned by:  
By:   
ECC990B8F41547F...  
Hakan Yucesoy

# Exhibit A

Begin forwarded message:

**From:** Turkish Airlines <please\_do\_not\_reply@thy.com>  
**Subject:** Turkish Airlines Online Ticket - Information Message  
**Date:** April 4, 2013 at 6:16:07 PM EDT  
**To:** <YUCESOHAKAN@GMAIL.COM>, <YUCESOHAKAN@GMAIL.COM>

	
<b>ELECTRONIC TICKET</b>	
	<p><b>Dear HAKAN YUCESOH</b></p> <p>It's a pleasure to see you among us at Turkish Airlines.</p> <p>This email contains important information about your trip to facilitate your journey. Here, you can find links to your flight information, hotel reservations and car rentals.</p>
	<p>Reservation Code <b>RBWRKM</b></p>
	<p>Process date <b>05 Apr 2013 01:14</b></p>
<p>Total Amount <b>829.50 USD</b></p>	

## Itinerary

Airline/Flight Number	Departure	Arrival	Cabin	Class
 TK8588	02.06.2013 / 20:20 BOSTON/Logan Intl. Airport	03.06.2013 / 09:45 MUNICH/Munich Airport	Economy	W
 TK1630	03.06.2013 / 10:30 MUNICH/Munich Airport	03.06.2013 / 14:05 ISTANBUL/Ataturk Airport	Economy	W
 TK2162	03.06.2013 / 16:00 ISTANBUL/Ataturk Airport	03.06.2013 / 17:05 ANKARA/Esenboga Airport	Economy	Y









 TK2123	02.12.2013 / 09:00 ANKARA/Esenboga Airport	02.12.2013 / 10:05 ISTANBUL/Ataturk Airport	Economy	Y
 TK1631	02.12.2013 / 11:50 ISTANBUL/Ataturk Airport	02.12.2013 / 13:35 MUNICH/Munich Airport	Economy	W
 TK8587	02.12.2013 / 15:40 MUNICH/Munich Airport	02.12.2013 / 18:25 BOSTON/Logan Intl. Airport	Economy	W
				

### Information about the trip

- Your *electronic ticket* was issued
- You may apply to the nearest Turkish Airlines Office to take your electronic invoice document which is accepted as an official invoice by Turkish Law, no later than 7 days after your flight.
- The total amount has been charged to the indicated credit card during the payment.
- Your ticket has been issued as an electronic ticket. You will not receive a paper ticket.

### Passenger(s)

	Passenger	Ticket Number	Flight Number	Preferences
	Hakan Yucsoy	<u>2352106909793-94</u>	TK8588	Free Baggage Allowance : 2 Piece
	Hakan Yucsoy	<u>2352106909793-94</u>	TK1630	seat: 10J Free Baggage Allowance : 2 Piece
	Hakan Yucsoy	<u>2352106909793-94</u>	TK2162	Free Baggage Allowance : 2 Piece
	Hakan Yucsoy	<u>2352106909793-94</u>	TK2123	Free Baggage Allowance : 2 Piece
	Hakan Yucsoy	<u>2352106909793-94</u>	TK1631	Free Baggage Allowance : 2 Piece
	Hakan Yucsoy	<u>2352106909793-94</u>	TK8587	Free Baggage Allowance : 2 Piece



## Ankara: Weather Report

Time Difference: -3

05.04.2013



19 °C

06.04.2013



19 °C

07.04.2013



19 °C

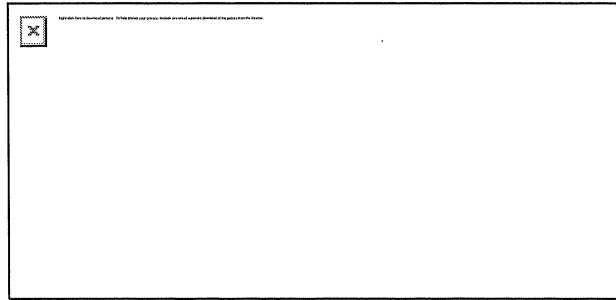
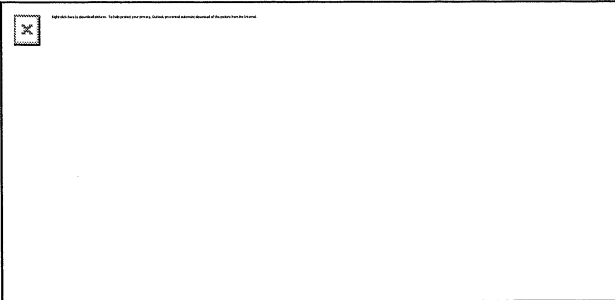
June

Min

12.4 °C

Max

27.0 °C

**Online Checkin**For online check-in please click [here](#)**Reservation**Click [here](#) to see your reservation information.**Travel Experience**

Economy class, Comfort class, Business class

**Baggage**

Important information about baggage.

**City Guide**

Must-see places, shopping, dining.

**Office information**

THY Sales Office and Airport contact information

- Credit card used for the payment (if it is a virtual card, please have the related credit card with you) and an identification card (Passport , driving license, personal identity card , marriage certificate) that belongs to the credit card holder must be presented at thy check-in counter. All the passengers within a single booking must apply to check-in counter at the sametime. Individual applications will not be accepted. If the credit card holder is not the passenger, credit card holder must be present with the passenger(s) at the check-in counter with his/her credit card (used for the payment) and his/her valid identification card. (If it is a virtual card, please have the related credit card with you).
- If you do not present the credit card you used for the payment, you will not be accepted to the flight.
- For rebooking, rerouting, cancellation/refund please apply to Turkish Airlines sales offices with the credit card used for the payment (if it is a virtual card, please have the related credit card with you) and a picture identification card ( passport , driving license, personal identity card , marriage certificate ). Otherwise your request will not be

accepted.

- Please, insert the credit card which you used for the payment for Self Check-in. If the credit card holder is not the passenger and/or if it is a virtual card it is impossible to use Self Check-in.
- Aircraft type may be changed for operational reasons.
- Free baggage allowance of TK direct Flights from/to North America destinations (NYC,WAS,LAX,CHI,YTO) is applied as 2 pcs. Free baggage allowance for America Interline Travels include other carriers is applied as 1 pcs. For Free Baggage Allowance and Excess Baggage Charges details please click [here](#)
- As of 22nd of July 2008, check-in procedures for the USA flights will be completed from International Terminal/Counters D.

For any issues with online reservations, please complete the customer service [form](#) or contact our Call Center.

CALL CENTER FOR  
BOSTON  
1 800 874 8875  
(Weekdays : 09:00-  
17:30)-(Closed on  
Weekends and Public  
Holidays)





↑ Stamp from 3 June 2013